

ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST

Dec 18 2 02 PM '97

BK 76 PG 294
W.E. DAVIS CH. CLK.

THIS ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST is executed on this, the 28th day of NOVEMBER, 1997, by and between ALDEN C. ANDREWS and VIRGINIA R. ANDREWS ("Assignors"), Center Hill, Inc., a Mississippi corporation, and Center Hill I, L.P., a Mississippi limited partnership (the "Partnership").

RECITALS

WHEREAS, the Assignors are Limited Partners the Partnership.

WHEREAS, the Partnership was created for a number of reasons including to facilitate the gifting of assets; and

WHEREAS, this document effectuates such transfer.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Transfers between Assignors. The Assignors transfer to each other limited partnership interests in Partnership so they will own equal amounts limited partnership interests in the Partnership.

2. Gift by Alden C. Andrews. Alden C. Andrews does hereby transfer unto the following persons:

DARCY A. JOYNER
GEOFFREY G. HAMBACH
RICHARD T. HAMBACH
DEBORAH J. HAMBACH

limited partnership interests in the Partnership to the extent that the value of all other prior taxable gifts by such Assignor to such person in this calendar year, will equal the amount of the annual federal gift tax exclusion, presently in the amount of Ten Thousand Dollars (\$10,000).

3. Gifts by Assignors. Each Assignor does hereby transfer unto the trustee of the following trust:

GEOFFREY G. HAMBACH as Trustee of the ALDEN C. ANDREWS
IRREVOCABLE TRUST, dated July 25, 1997,

limited partnership interests in the Partnership to the extent that the value of such interest transferred, when added to the value of all other prior taxable gifts by such Assignor to each of such persons:

ROBERT WAYNE JOYNER;
ALDEN CONNER JOYNER;
GREER ALEXIS JOYNER;
SANDRA K. SMITH HAMBACH;
SCOTT RAMSEY HAMBACH; and
RICHARD ALDEN HAMBACH;

will equal the amount of the annual federal gift tax exclusion, presently in the amount of Ten Thousand Dollars (\$10,000), if the interest had been transferred directly to each of such persons:

4. Gift Between Assignors. After the transfers described herein, the Assignors transfer between themselves, limited partnership interests in the Partnership, so that they own the same amount of limited partnership interests in the Partnership.

5. Transfers from Assignors. Virginia R. Andrews transfers the remainder of her interests into the Partnership to GEOFFREY G. HAMBACH, as Trustee of the VIRGINIA R. ANDREWS REVOCABLE TRUST, dated July 25, 1997. Alden C. Andrews transfers the remainder of his interests into the Partnership to GEOFFREY G. HAMBACH, as Trustee of the ALDEN C. ANDREWS REVOCABLE TRUST, dated July 25, 1997.

6. Limitation of Gifts. Notwithstanding any other provision herein, no transfer shall be made that would generate the payment of gift or estate tax under the Code taking into account the credits provided under Section 2010 of the Code and the state death tax credit allowable under Section 2011 of the Code.

7. Effective Date of Gift. In computing the dollar amount of property, the values used as of the date of this gift shall be used. The gift shall be effective on the date it has been executed by the parties. These gifts will be made effective at 11:59 p.m. on December 1, 1997.

8. Approvals. Assignor has received any necessary approvals to effectuate this Assignment. The assignments herein are approved by each of the undersigned.

9. Evidence. Any third party may rely upon this document as evidence of the ownership of the limited partnership interest conveyed.

10. Notices. All notices, requests, demands, and other communications hereunder shall be in writing, and shall be effective when physically delivered or when deposited in the United States Postal Service, certified mail, return receipt requested, postage prepaid and addressed to the applicable party.

11. Disputes. In the event any dispute arises over the terms, conditions and performance of this Assignment, and if either party is compelled to file litigation to enforce the same, in addition to any other provision in this Assignment, the prevailing party shall furthermore be entitled to reasonable attorney's fees and interest on any amounts due at the rate of twelve percent (12 %) per annum, or the highest rate permissible by state law, whichever is lower, interest running from the date of judicial order until paid. No prejudgment interest shall be allowed under this Assignment.

12. Succession. This Assignment shall inure to the benefit of and be binding upon the parties hereto and upon their successors in interest of any kind whatsoever.

13. Assignment. Neither party shall assign any rights or delegate any duties under this Assignment, or renewal thereof, and any such attempted assignment or delegation shall not vest in the assignee or delegate any right, interest, duty or obligation under this Assignment or any renewal thereof.

14. Modification. This Assignment, or renewal thereof, shall not be altered, amended, or modified except by a writing signed by both parties to this Assignment.

15. Partial Invalidity. If any part of this Assignment is held invalid for any reason, all other provisions of this Assignment shall, however, remain in full force and effect.

16. Bargained for Exchange. It is agreed by the parties that the parties have read every paragraph of this Assignment and understand the same and that each and every paragraph herein was specifically bargained and negotiated for between the parties.

17. Governing Law. This Assignment shall be governed by the laws of the State of Mississippi.

18. **Execution.** This Assignment may be executed by separate signature pages.

19. **Definitions.** The term "Code" means the Internal Revenue Code of 1986, as amended. The term "Family" means the descendants, spouse and spouses of the descendants of a named person. Assignees shall mean the person receiving property under this Agreement but excluding the Assignors.

The parties have executed this Assignment.

Alden C. Andrews
ALDEN C. ANDREWS

Virginia R. Andrews
VIRGINIA R. ANDREWS

CENTER HILL, L.P.

By: CENTER HILL I, L.P.

By: Geoffrey G. Hambach
GEOFFREY G. HAMBACH, PRESIDENT

STATE OF MISSISSIPPI

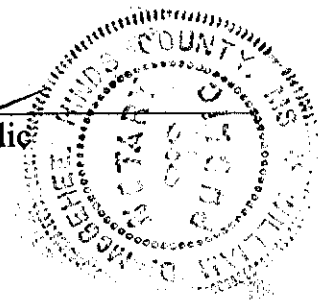
COUNTY OF HINDS

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority at law in and for the aforesaid jurisdiction, ALDEN C. ANDREWS and VIRGINIA R. ANDREWS, who acknowledged that such persons executed the above and foregoing assignment on the day and year therein shown.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 28th day of NOVEMBER, 1997.

Villiam D. McEhee
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES DEC 3 2000
BONDED THRU STEGALL NOTARY SERVICE



STATE OF MISSISSIPPI

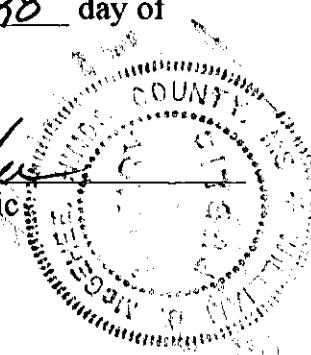
COUNTY OF HINDS

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority at law in and for the aforesaid jurisdiction, GEOFFREY G. HAMBACH, President of Center Hill I, L.P., who acknowledged that such persons executed the above and foregoing assignment on the day and year therein shown.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 28th day of November, 1997.

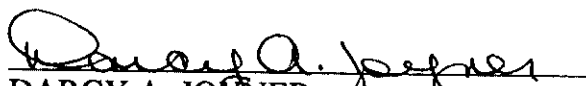
William D. McSherry
Notary Public

My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES DEC 3 2000
BONDED THRU STEGALL NOTARY SERVICE

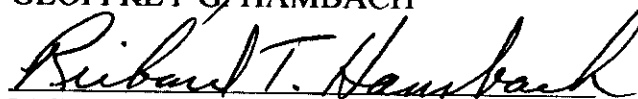


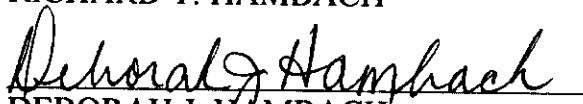
ACCEPTANCE, CONSENT AND WAIVER

The undersigned acknowledges the Assignment of Limited Partnership Interests, dated July 25, 1997, whereby ALDEN C. ANDREWS and VIRGINIA R. ANDREWS, transferred various interests in CENTER HILL I, L.P., a Mississippi limited partnership, and stock of CENTER HILL, INC., a Mississippi corporation, and the undersigns accepts such interests, consents to all of the transfers, and waives any options, rights, approvals, and stock purchase rights associated therewith.

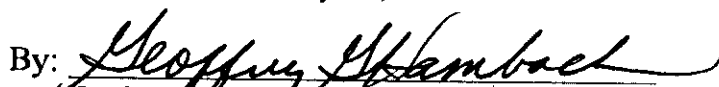

DARCY A. JOYNER


GEOFFREY G. HAMBACH


RICHARD T. HAMBACH


DEBORAH J. HAMBACH

ALDEN C. ANDREWS IRREVOCABLE
TRUST, dated July 25, 1997.

By: 
GEOFFREY G. HAMBACH, TRUSTEE